

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: TANYA L. CAIN)
TIMOTHY D. CAIN)
Debtor(s)) CHAPTER 13
)
SANTANDER CONSUMER USA INC.) Case No.: 17-16840 (JKF)
Moving Party)
)
v.)
)
TANYA L. CAIN) 11 U.S.C. 362
TIMOTHY D. CAIN)
Respondent(s))
)
SCOTT WATERMAN)
Trustee)

STIPULATION OF SETTLEMENT OF MOTION OF SANTANDER CONSUMER USA INC. FOR RELIEF FROM THE AUTOMATIC STAY

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for Santander Consumer USA Inc. (“Santander”), and the Debtors having opposed such Motion through their counsel, Brad J. Sadek, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

1. That Santander is the holder of a first purchase money security interest in a 2015 Mitsubishi Lancer bearing vehicle identification number JA32U2FU4FU025390.
2. That the parties stipulate that the Debtors’ account with Santander has arrears through January 2019 in the amount of \$2,186.44; that with the addition of counsel fees and costs for the instant motion in the amount of \$431.00, the total amount to be cured is \$2,617.44.
3. That the Debtors are to cure the arrearage set forth in paragraph two (2) above by making their regular monthly payment of \$462.17 plus an additional \$523.49 (total payment of \$985.66) per month for the months of February through June 2019 directly to Santander.
4. That commencing February 2019, if the Debtors fail to make any payment to Santander within thirty (30) days after it falls due, Santander may send, via

facsimile and regular mail, the Debtors and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.

5. That the Debtors must maintain insurance on the vehicle. The vehicle must have full comprehensive and collision coverage with deductibles not exceeding \$500.00 each. Santander Consumer USA Inc. must be listed as loss payee. If the Debtors fail to maintain valid insurance, or fail to provide proof of same upon request, Santander may send, via facsimile and regular mail, the Debtors and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
6. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek
Brad J. Sadek, Esquire
Attorney for the Debtors

/s/ William E. Craig
William E. Craig, Esquire
Attorney for Santander Consumer USA Inc.

/s/ Polly A. Langdon
Polly A. Langdon
For Chapter 13 Trustee